

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA

V.

KEVIN LAMAS

No. 08 CR 645-1
Judge Mason

FORFEITURE AGREEMENT

Pursuant to the Pretrial Release Order entered in the above-named case on August 14, 2007,
and for and in consideration of bond being set by the Court for defendant KEVIN LAMAS in the
amount of \$200,000, being partially secured by real property, GRANTOR(S) ERASMO LAMAS
and KAREN LAMAS hereby warrant and agree:

1. ERASMO LAMAS AND KAREN LAMAS warrant that they are the sole record owners and titleholders of the real property located at [REDACTED] Illinois and described legally as follows:

LOT 33 IN BLOCK 24 IN CROSBY AND OTHERS SUBDIVISION OF THE
EAST HALF OF THE SOUTHEAST QUARTER OF SECTION 25, TOWNSHIP
40 NORTH, RANGE 13, EAST OF THE THIRD PRINCIPAL MERIDIAN, IN
COOK COUNTY, ILLINOIS.

Permanent Real Estate Index Number: 13-25-405-005-0000

ERASMO LAMAS AND KAREN LAMAS warrant that there is one outstanding mortgage against the subject property with a balance of approximately \$142,000 and that their equitable interest in the real property approximately equals \$219,000.

2. ERASMO LAMAS and KAREN LAMAS agree that their equitable interest in the above-described real property, may be forfeited to the United States of America, should the defendant KEVIN LAMAS fail to appear as required by the Court or otherwise violate any condition of the Court's order of release. ERASMO LAMAS and KAREN LAMAS further understand and agree that, if the defendant KEVIN LAMAS should violate any condition of the Court's release order, and their equity in the property is less than \$200,000 they will be liable to pay any negative difference between the bond amount of \$200,000 and their equitable interest in the property, and ERASMO LAMAS and KAREN LAMAS hereby agree to the entry of a default judgment against them for the amount of any such difference. ERASMO LAMAS and KAREN LAMAS have received a copy of the Court's release order and understand its terms and conditions. Further, the sureties understands that the only notice they will receive is notice of court proceedings.

3. ERASMO LAMAS and KAREN LAMAS further agree to execute a quitclaim deed in favor of the United States of America, which deed shall be held in the custody of the Clerk of the United States District Court, Northern District of Illinois, until further order of the Court. ERASMO LAMAS and KAREN LAMAS understand that should defendant KEVIN LAMAS fail to appear or otherwise violate any condition of the Court's order of release, the United States may obtain an order from the Court authorizing the United States to file and record the above-described deed, and to take whatever other action that may be necessary to perfect its interest in the above-described real property and satisfy the obligation arising from a breach of the bond.

4. ERASMO LAMAS and KAREN LAMAS further agree that they will maintain the subject property in good repair, pay all taxes and obligations thereon when due, and will take no action which could encumber the real property or diminish their interest therein, including any effort to sell or otherwise convey the property without leave of Court.

5. ERASMO LAMAS AND KAREN LAMAS further understand that if they have knowingly made or submitted or caused to be made or submitted any false, fraudulent or misleading statement or document in connection with this Forfeiture Agreement, or in connection with the bond set for defendant KEVIN LAMAS they are subject to a felony prosecution for making false statements and making a false declaration under penalty of perjury. ERASMO LAMAS and KAREN LAMAS agree that the United States shall file and record a copy of this Forfeiture Agreement with the Cook County Recorder of Deeds as notice of encumbrance in the amount of the bond.

6. ERASMO LAMAS and KAREN LAMA hereby declare under penalty of perjury that they have read the foregoing Forfeiture Agreement in its entirety, and the information contained herein is true and correct. Failure to comply with any term or condition of this agreement will be considered a violation of the release order authorizing the United States to request that the bond posted for the release of the defendant be revoked.

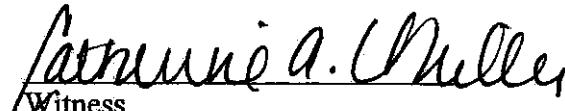
Date: 8/15/08


ERASMO LAMAS
SURETY/GRANTOR

Date: 8/15/08


KAREN LAMAS
SURETY/GRANTOR

Date: 8/15/08


Witness

Return to:

Mary Beth Watson
United States Attorney's Office
219 S. Dearborn Street, 5th Floor
Chicago, Illinois 60604

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA)	
)	
v.)	No. 08 CR 0645
)	
KEVIN LAMAS, DENNIS ZAMBRANO,)	Hon. Michael T. Mason
and HUGH FERNANDO ZAMBRANO)	

CERTIFICATE OF SERVICE

The undersigned Assistant United States Attorney hereby certifies that the following document:

FORFEITURE AGREEMENT

was served on August 28, 2008, in accordance with FED.R. CIV. P. 5, LR5.5, and the General Order on Electronic Case Filing pursuant to the district court's Electronic Case Filing (ECF) system as to ECF filers.

s/John Hauser
John Hauser
Assistant United States Attorney
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Chicago, Illinois 60604
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